

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM857732

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Newly Weds Foods, LLC		12/01/2023	Limited Liability Company: DELAWARE
Mullins Food Products, LLC		12/01/2023	Limited Liability Company: ILLINOIS

## RECEIVING PARTY DATA

<b>Name:</b>	Wells Fargo Bank, National Association, as Collateral Agent
<b>Street Address:</b>	1525 West WT Harris Blvd
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28262
<b>Entity Type:</b>	Bank: UNITED STATES

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	72451669	SPICECRAFT
Serial Number:	72417476	NEWLY WEDS
Serial Number:	76396671	NEWLY WEDS
Serial Number:	86473396	INSPIRING NEW TASTES
Serial Number:	86473476	INSPIRING NEW TASTES
Serial Number:	97548272	DEFENSTAT
Serial Number:	73437257	MULLINS
Serial Number:	73437237	MFP

## CORRESPONDENCE DATA

Fax Number: 8009144240

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

TRADEMARK

<b>NAME OF SUBMITTER:</b>	Doris Ka
<b>SIGNATURE:</b>	/Doris Ka/
<b>DATE SIGNED:</b>	12/01/2023
<b>Total Attachments: 6</b> source=Project Marriage - Newly Weds Foods et al.WF tmsa cover#page1.tif source=Project Marriage - Newly Weds Foods et al.WF tmsa cover#page2.tif source=Project Marriage - Newly Weds Foods et al.WF tmsa cover#page3.tif source=Project Marriage - Newly Weds Foods et al.WF tmsa cover#page4.tif source=Project Marriage - Newly Weds Foods et al.WF tmsa cover#page5.tif source=Project Marriage - Newly Weds Foods et al.WF tmsa cover#page6.tif	

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

- 1. Newly Weds Foods, LLC  
Limited Liability Company - Delaware, USA
- 2. Mullins Food Products, LLC  
Limited Liability Company - Illinois, USA

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 1, 2023

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wells Fargo Bank, National Association,  
—as Collateral Agent

Street Address: 1525 West WT Harris Blvd

City: Charlotte

State: NC

Country: USA Zip: 28262

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text  
see attached Schedule I

B. Trademark Registration No.(s)  
see attached Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Project Marriage (91350.0394)

Email Address: dka@cahill.com

### 6. Total number of applications and registrations involved:

8

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

\_\_\_\_\_

December 1, 2023  
Date

Signature

Doris Ka

Name of Person Signing Doris Ka

Total number of pages including cover sheet, attachments, and document: 6

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified, this “Agreement”), by and among Newly Weds Foods, LLC, a Delaware limited liability company (f/k/a Newly Weds Foods, Inc.), Mullins Food Products, LLC, a Delaware limited liability company (f/k/a Mullins Food Products, Inc.) (each, a “Grantor”) and WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent (together with any successor collateral agent permitted by the terms of the Credit Agreement referenced below, the “Collateral Agent”).

Reference is made to the Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Grantors (as defined therein) and the Collateral Agent. The Lenders have agreed to extend credit to Red SPV, LLC, a Delaware limited liability company, subject to the terms and conditions set forth in the Credit Agreement referred to in the Collateral Agreement. Each Grantor will derive substantial benefits from the extensions of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the respective meanings specified in the Collateral Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as applicable, in full of the Obligations, each Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all right, title and interest in, to or under all of the following assets and properties of such Grantor now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future acquires any right, title or interest (in each case, excluding any Excluded Asset, collectively, the “Trademark Collateral”):

- (a) all United States Trademarks, including those United States Trademarks listed on Schedule I;
- (b) any and all claims for damages and injunctive relief for past, present and future infringement, misuse, misappropriation or other violation with respect to any such Trademarks, with the right, but not the obligation to sue for and collect or otherwise recover, such damages; and
- (c) all Proceeds and products of all such Trademarks and all collateral security, supporting obligations and guarantees given by any Person with respect to any such Trademarks.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the payment in full of the Obligations and the termination of the Collateral Agreement, at the request of either Grantor, the Collateral Agent shall

execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which constitute an original but all of which when taken together shall constitute a single contract.

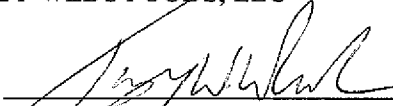
SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 7. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

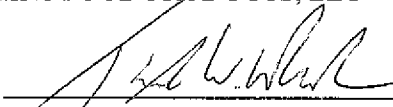
[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NEWLY WEDS FOODS, LLC

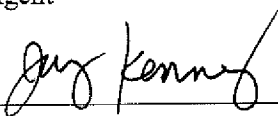
By:   
Name: Timothy Whelan  
Title: Vice President

MULLINS FOOD PRODUCTS, LLC

By:   
Name: Timothy Whelan  
Title: Vice President

[Signature Page to Trademark Security Agreement]

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Name: JAY KENNEY  
Title: DIRECTOR

**SCHEDULE I**

**TRADEMARKS OWNED BY GRANTORS**

<b>MARK</b>	<b>COUNTRY</b>	<b>STATUS</b>	<b>APP. NO.</b>	<b>DATE FILED</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>Record Owner</b>
SPICECRAFT	USA	Registered	72/451,669	3/16/1973	981256	3/26/1974	Newly Weds Foods, LLC
NEWLY WEDS	USA	Registered	72/417,476	3/6/1972	957403	4/17/1973	Newly Weds Foods, LLC
NEWLY WEDS	USA	Registered	76/396,671	4/16/2002	2711069	4/29/2003	Newly Weds Foods, LLC
INSPIRING NEW TASTES	USA	Registered	86/473,396	12/7/2014	4923933	3/22/2016	Newly Weds Foods, LLC
INSPIRING NEW TASTES	USA	Registered	86/473,476	12/7/2014	4802761	9/1/2015	Newly Weds Foods, LLC
DEFENSTAT	USA	Pending	97/548,272	8/15/2022	--	--	Newly Weds Foods, LLC
MULLINS	USA	Registered	73/437,257	8/1/1983	1331360	4/16/1985	Mullins Food Products, LLC
MFP AND DESIGN	USA	Registered	73/437,237	8/1/1983	1295176	9/11/1984	Mullins Food Products, LLC